

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 23	
2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-L124		3. Effective Date 2003DEC05		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA MARY WEST (586)574-7627 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WESTM@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA SAN FRANCISCO P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232 SCD C PAS NONE ADP PT HQ0339		Code S0507A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) TRUSTWORTHY SOFTWARE CORPORATION 2307 CORONET BLVD. SAN MATEO, CA. 94002-1622 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)			Item 12
Code 3L4L1		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				15G. Total Amount Of Contract \$728,459.00			
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	23
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X	E	Inspection and Acceptance	9	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	10				
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				M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC05	

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		PIIN/SIIN DAAE07-03-C-L124	MOD/AMD							
Name of Offeror or Contractor: TRUSTWORTHY SOFTWARE CORPORATION										
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C "Scope of Work" for SBIR Phase II. TOTAL ESTIMATED COST OF CONTRACT: \$674,499.00 FIXED FEE \$ 53,960.00 TOTAL AMOUNT \$728,459.00 (End of narrative B001)									
0001AA	<u>SERVICES LINE ITEM</u> NOUN: FY04 PHII SBIR MAK CONSULTING PRON: E142C018EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>15-DEC-2005</td></tr></table> \$ 384,524.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	15-DEC-2005			\$ 384,524.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>								
001	0	15-DEC-2005								
0002	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u>			\$ ** NSP ** Not Separately Priced	\$ ** NSP **					

Name of Offeror or Contractor: TRUSTWORTHY SOFTWARE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L124 MOD/AMD	Page 4 of 23
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B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work required under this contract is \$728,459.00 and shall constitute the estimated cost for the purpose of the Contract Clause in Section I entitled "Limitation of Funds" (FAR 52.232-22).

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause in Section I entitled "Allowable Cost and Payment" (FAR 52.216-7).

B.2 PAYMENT

The contractor may submit public vouchers every two weeks for payment under this contract.

B.3 FUNDING

B.3.1 The Government shall provide funds under this contract covering the estimated cost hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause in Section I entitled "Limitation of Funds" (FAR) 52.232-22). It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 FUNDING SCHEDULE

<u>Performance Period</u>	<u>Amount</u>
FY 04 - Award through Dec 04	\$ 384,524.00
FY 05 - Jan 05 through completion	\$ 343,935.00

B.4 FUNDS ALLOTTED

The amount of funds currently obligated against this contract is \$384,524.00.

In accordance with the Contract Clause in Section I, entitled "Limitation of Funds" (FAR) 52.232-22, the total amount allotted by the Government to this contract shall be \$728,459.00. In performance under this contract, the Contractor is not obligated to incur costs, including fee, in excess of the amount of funds allotted to the contract, nor is the Government obligated to reimburse the Contractor for cost and fee in excess of the amount of funds allotted to the contract by the Government.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall have a start of work meeting via teleconference within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 5 days advance notice of the time and date of the start of work meeting. The preferred method of notification is by email.

[End of Clause]
Security for Open Architecture Web-Centric Systems Toolkit

- C.1 Scope of Work
- The objective of this project is to develop an integrated software system security infrastructure and package it as a toolkit. The primary goal is to support the Universal User Identity Management (UUIM) for existing and newly developed applications. The first such application is the PTCs engineering design and document management suite (Windchill). This project should demonstrate integration of the proposed security infrastructure with the PTC applications.
- C.2 Tasks The Security Infrastructure Toolkit shall consist of the following modules with the following functionalities:
- C.2.1 Develop Universal User Identity Management (UUIM)
- The contractor shall develop a UUIM that includes the following features:
- o A single sign-on, a policy- based inter-departmental and inter-organizational trust relationship management

o The capability to import user identity information from a variety of sources (i.e. local departments personnel data, centralized staff databases such as Army Knowledge Online AKO, and internal IT systems of contractors, suppliers and other outside collaborators).

o A universal format of cryptographically-signed user credentials

o The ability for applications to use and upgrade a variety of user authentication methods (passwords, smart cards, location-dependent policies, etc).
- C.2.2 Develop Secure Data Transport and Key Management
- The contractor shall develop a Secured Data Transport protocol that shall provide end-to-end encrypted data communication channels, which are created and torn down on an as needed basis, or on-demand Virtual Private Networks. This protocol shall be based on the proven standard symmetrical and public-key cryptographic algorithms (AES, RSA), X.509 host certificates and SSL (Secure Socket Layer). The transport-level key management shall be integrated with the transport protocol. The software shall include Certification Authority software for generation and management of public keys. The distribution and revocation of transport-level public keys shall be handled by an Authentication Server.
- C.2.3 Develop Security Hardened Higher-Level Protocol
- The contractor shall develop a set of mandatory data validity checks in the generic message serialization-deserialization routines; these checks must be able to recognize and deflect buffer-overflow and out-of-range attacks even before the tainted data is passed to the protocol implementation modules. This zealous validation of each messages type safety shall be enforced for all sensitive data exchanges.
- C.2.4 Develop User Session Management and Red-Flag Alarms
- The contractor shall address the need to have real-time security monitoring and intrusion detection, and provide tools for the security officers to mount an immediate response. Furthermore, the contractor shall develop a session management service used by applications to propagate red flag alarms triggered by suspicious behavior (such triggers are by necessity application specific and shall identify the application being intruded) and by generic security-related events (failure to gain access to a requested resource, failed connection attempts, communication protocol violations, etc). The service shall support permanent logging of these events. The reaction of the detected intrusion attempts shall be supported by allowing the security officers to terminate suspicious user sessions immediately, revoke any outstanding keys or credentials for a compromised user or service, initiate more detailed application specific monitoring and logging, and requesting applications to switch over to decoy data sets containing deliberate disinformation, depending on the assessment of the attack by the security personnel.

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C.2.5 Develop Security Policies Distribution Package

The contractor shall develop a universal secure data distribution service, primarily intended for distribution of application configurations and access control policies. This service shall include secure delivery of the files over the secure data transport and subsequent validation of delivered data files for integrity by means of checking attached crypto graphical signatures and expiration time.

C.2.6 Integrate Security Infrastructure Toolkit with Other Software Applications

The contractor shall integrate the UUIM, user session management and security policies distribution packages with existing PTC Windchill applications and existing user identity information sources (such as departmental LDAP directory, AKO, etc). The contractor shall provide an automated procedure for the upgrading of these modules.

C.2.7 Upon completion of the tasks in C.2.1-C.2.6, the software toolkit delivered to the Government shall consist of and contain the following features and capabilities:

- o The software shall be compatible with all Microsoft, Unix (Solaris) and Linux based operating systems
- o Consistent multi-layered security architecture
- o Application-level security and multi-tenancy.
- o Separation of the application logic from the security functions. No additional development of the security functions at the application level is required as long as the application level provides interfaces to external user authentication, session management, logging, and access control functions.
- o Ability to integrate multiple domains and user groups under single consistent security umbrella.
- o Scalable, fault-tolerant authentication service.
- o Adequate protection of the transport level channels transmitting security information.
- o Encrypted transport layer with firewall pass-through functionality.
- o Authentication dialog is driven by the authentication server. Application code is separated from and remains oblivious of the sensitive information (such as common key).
- o Ability to distribute user credentials only once - in advance of operation; ability to validate user credentials without communicating with the central server (SSO).
- o Protection against denial-of-service attacks.
- o Secure audit log.
- o User session management, built-in validation mechanisms for user activity and ability to terminate user session upon committed violations.
- o Use of XML-based standards (such as SAML) for security dialogs and assertions specification.
- o Ability to handle distributed user credentials storage, thus facilitating easy interdepartmental integration and collaboration.
- o Security policy distribution and deployment mechanism.
- o Lightweight deployment modules that do not require dedicated server to run.
- o Open architecture - available for review by the outside experts.
- o Open source distribution of the core components with the exception of the certification authority.

C.3 Deliverables

C.3.1 Performance and Cost Report shall be delivered monthly IAW CDRL A001/ DI-FNCL-80912.

C.3.2 Contractors Progress, Status and Management Report shall be delivered IAW CDRL A002/ DI-MGMT-80227. The contractor shall

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prepare and deliver written quarterly reports describing the progress within the reporting period, near-term planned activities and issues.

C.3.3 Final Report. The final report shall be technical in nature. A final report will be prepared and delivered, IAW CDRL A003 / DI-MISC-80711A, describing all the work done on the baseline task. The final report will be in accordance with the Contract Data Requirements List, DD Form 1423.

C.3.4 Presentation Materials. The Contractor shall prepare and deliver presentation materials in accordance with CDRL A004 / DI-ADMN-81373. These presentation materials may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

C.3.5 Final Software Toolkit Configuration The contractor shall deliver software IAW CDRL A005 / DI-MCCR-80700. The software deliverables shall include: all attack analysis and counter measures documentation, designer reference guide, users manuals, security administration manuals, and software necessary to install and operate the Security Infrastructure Toolkit Software.

C.4 Meetings

C.4.1 Start of Work Meeting:
The Start of Work meeting shall be held via FONECON or teleconferencing within 30 days after contract award. At this meeting, the contractor shall present their planned approach to complete the contract effort. The contractor shall coordinate with the Contracting Officers Representative (COR) to schedule a specific date and time.

C.4.2 Reviews
The contractor shall plan and conduct in-process reviews at six (6), twelve (12), and eighteen (18) months after contract award. The reviews will be a mix of conference calls, reviews at the contractors facility and at TACOM. These reviews will include at least one (1) per year (2 in total) face-to-face meetings to be held at TACOM. The purpose of these reviews is to monitor the progress of the software development.

C.4.3 Final Review: The comprehensive final review meeting shall be held at TACOM no later than (NLT) 23 months after contract award. The final review will demonstrate the developed software and its interaction with PTC Windchill. The review shall also present a commercialization plan.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

SECTION D
PACKAGING AND MARKING

- D.1 Packaging
- D.1.1 All hardware items deliverable under the contract shall be packaged in accordance with standard commercial practice to insure safe arrival at destination.
- D.2 Marking
- D.2.1 All technical data deliverable under this contract shall be identified by the prime contract number, the name and address of the prime contractor and where applicable, the name of the subcontractor who generated the data.
- D.2.2 All materials or their containers delivered under this contract shall be marked or tagged with the identification of the material or item, the contractor's name and address.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) SECTION E INSPECTION/ACCEPTANCE	APR/1984

E.1 Final Inspection and Acceptance of all data deliverable under this contract shall be made at Destination by the Contracting Officer or the Contracting Officer's Technical Representative. The determination that the data is complete and conforms to the requirements of the contract will be made by the Contracting Officer's duly authorized representative.

E.1.2 All work required under this contract is subject to inspection and approval by the Contracting Officer's Technical Representative (COTR).

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

SECTION F
DELIVERIES OR PERFORMANCE

F.1 Period of Performance

F.1.1 The work under this contract shall be performed from the date of contract award, for a period of twenty-four (24) months.

F.2 Deliveries/Shipping

F.2.1 All Drawings and other technical data covered by this contract which have not been previously delivered shall be subject to delivery to the Government upon completion or termination of this contract.

F.2.2 All technical data/drawings to be delivered pursuant to this contract, shall contain all COTR approved changes.

F.2.3 All technical data/drawings specified for delivery under this contract or any subcontractor hereunder shall be provided in accordance with the "Rights in Technical Data" clause set forth in this contract. No other clauses, directives, standards, specifications or other implementation shall be deemed directly or by reference to enlarge or diminish such rights.

F.2.4 The Contractor shall be responsible for shipping all hardware and technical data that cannot be delivered electronically F.O.B Destination to the following address.

Commander
U.S. Army Tank-automotive & Armaments Command
ATTN: Mr. Tom Udvare
AMSTA-TR-N MS289
Warren, MI 48397-5000

F.2.5 See Section J, List of Attachments, Exhibit A. The electronic deliverables shall be submitted in accordance with Exhibit A, entitled "Contract Data Requirements List"(CDRL) DD 1423.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>ACRN</u> <u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				JOB <u>ORDER</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
							<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	E142C018EH	AA 2	21 42040000046N6N7EP665502255Y S20113				42C018	W56HZV \$	384,524.00
	665502M4055								
								TOTAL \$	384,524.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ACCOUNTING</u>	<u>OBLIGATED</u>
						<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 42040000046N6N7EP665502255Y S20113				W56HZV	\$ 384,524.00
						TOTAL	\$ 384,524.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS	MAY/2000
	(TACOM)	

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Tom Udvare
e-mail: udvaret@tacom.army.mil

(b) Please see the appointment letter prepared at time of contract award for functions the Technical Representative will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004	RELEASE OF INFORMATION	OCT/2003
	(TACOM)		

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-4	52.232-4005	INVOICE INFORMATION REQUIREMENT	JAN/1988
	(TACOM)		

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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* *G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS: * *

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number"(JON)column that applies to ALL funding under the four digit CLIN, as shown in Section G -Contract Administration Data. The first digit of the JON represents the fiscal year. (For example,CLIN 0001 is funded by SLINs 0001AA and 0001AB. If JON: 22C334 is associated with 0001AA and JON:32C205, associated with 0001AB,SLIN 0001AA is FY 2002 funding and shall be invoiced prior to invoicing against SLIN 0001AB,which is FY 2003 funding.)

* * G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS: * *

DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-15	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

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Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-16	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-17	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-43	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-22	LIMITATION OF FUNDS	APR/1984
I-47	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-48	52.232-25	PROMPT PAYMENT	FEB/2002
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-52	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-57	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-62	52.249-14	EXCUSABLE DELAYS	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT- RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-74	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-80	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-81	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-82	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-83	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-84	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-85	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-87	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for

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application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-88 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-90 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

- (a) Definitions. As used in this clause--
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-91 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-92 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture,

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fabrication, or assembly by the Contractor or any subcontractor.

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L124 MOD/AMD	Page 22 of 23
Name of Offeror or Contractor: TRUSTWORTHY SOFTWARE CORPORATION		

exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-93	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L124 MOD/AMD	Page 23 of 23
Name of Offeror or Contractor: TRUSTWORTHY SOFTWARE CORPORATION		

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD 1423)		008	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM.....:
B. EXHIBIT: A E. CONTRACT/PR NO.:
C. CATEGORY.....: F. CONTRACTOR.....:

1. DATA ITEM NO.....: A001
2. TITLE OF DATA ITEM.: Performance and Cost Report
3. SUBTITLE.....: Phase II Performance and Cost Report

4. AUTHORITY.....: DI-FNCL-80912
5. CONTRACT REFERENCE.: Section C.3.1

6. REQUIRING OFFICE...: TR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Mr. Thomas B. Udvardi, Contracting Officer's Representative (COR), E-mail: udvardi@tacom.army.mil				1
Ms. Mary West, Contract Specialist, E-Mail: westm@tacom.army.mil				1
Ms. Janet Lopez, Administrative Contracting Officer (ACO), E-mail: Janet.Lopez@dcma.mil				1
		15. TOTAL:		3 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Mr. Thomas B. Udvardi, Ms. Mary West, and Ms. Janet Lopez e-mail addresses.

16. REMARKS:

a. The contractor shall submit via email, monthly reports in MS Excel 97 or compatible format. The Performance and Cost Report is due 10 calendar days after the end of each reporting month.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80912, "Performance and Cost Report Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include

100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be

self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

MOD/AMD

ATT/EXH ID

PAGE 5

1. DATA ITEM NO.: A003
 2. TITLE OF DATA ITEM.: Scientific and Technical Reports
 3. SUBTITLE : Phase II Draft and Final Technical Reports
 4. AUTHORITY: DI-MISC-80711A
 5. CONTRACT REFERENCE: Section C.3.3
 6. REQUIRING OFFICE...: AMSTA-TR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
 7. DD250 REQ.....: DD 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
 8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Mr. Thomas B. Udvare, Contracting Officer's Representative (COR), E-mail: udvaret@tacom.army.mil			1	1
Ms. Mary West, Contract Specialist, E-Mail: westm@tacom.army.mil				1
Ms. Janet Lopez, Administrative Contracting Officer (ACO), E-mail: Janet.Lopez@dcma.mil				1
		15. TOTAL:	1	3 *

*In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Mr. Thomas B. Udvare, Ms. Mary West and Ms. Janet Lopez e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," twenty-two (22) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall incorporate the COR's comments and submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments.

b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following Internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-235." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.
All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM.: Presentation Materials
3. SUBTITLE :

4. AUTHORITY: DI-ADMN-81373
5. CONTRACT REFERENCE: Section C.3.4
6. REQUIRING OFFICE...: AMSTA-TR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	INITIAL	FINAL
Thomas B. Udvare, Contracting Officer's Representative (COR), E-mail: udvaret @tacom.army.mil			1	1
	U.S. ARMY TACOM			
	AMSTA-TR-N, MS:289	15. TOTAL:	1	1
	6501 E. Eleven Mile Road, Bldg 200A			
	Warren, MI 48397-5000			

16. REMARKS:

a. The Contractor shall deliver one (1) initial 3-panel display board, six-teen (16) months after contract award. The COR shall review the 3-panel display board and communicate any comments to the Contractor within thirty (30) days of receipt 3-panel display board. The Contractor shall incorporate the COR's comments and deliver one (1) final 3-panel display board upon completion of contract.

b. The presentation material may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

c. Complete the presentation material IAW DID DI-ADMN-81373, "Presentation Material" and insert paragraph 10.3 below.

10.3 Requirement: Contractor shall prepare portable 3-panel display board, approximately 72Wx30H in size.

10.3.1 Left panel to include: Purpose, Problem and Procedure.

10.3.2 Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts.

10.3.3 Right panel to include: Results and Conclusions.

d. See the data item description (DI-ADMIN-81373), at the Internet address below, for instructions on completing the required presentation material.

<http://131.82.253.19/docimages/0001/58/88/81373.PD2>

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

MOD/AMD

ATT/EXH ID

PAGE 8

1. DATA ITEM NO.: A005
 2. TITLE OF DATA ITEM.: Computer Software Product End Items
 3. SUBTITLE :
 4. AUTHORITY: DI-MCCR-80700
 5. CONTRACT REFERENCE: Section C.3.5
 6. REQUIRING OFFICE...: AMSTA-TR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
 7. DD250 REQ.....: 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
 8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	INITIAL	FINAL
Thomas B. Udvare, Contracting Officer's Representative (COR), E-mail: udvaret @tacom.army.mil			1	1

Mailing Address:	U.S. ARMY TACOM	15. TOTAL:	1	1
	ATTN: Mr. Tom Udvare, AMSTA-TR-N, MS:289			
	6501 E. Eleven Mile Road, Bldg 200A			
	Warren, MI 48397-5000			

16. REMARKS:

Content: The contractor shall supply the following documentation (as necessary to install and operate the Security Infrastructure Toolkit System) with the following software:

1. Attack Analyses and Counter-Measures Documentation
2. Designer Reference Guide
3. User's Manual
4. Security Administrator's Manual

The contractor shall supply the executable and source code of the software.

Format: The contractor shall format to a PC based Operating System. This data/software shall be supplied with the draft final report, the contractor shall supply in draft format one (1) of each of the following documentation with the software. The COR shall review the draft documentation with the software and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall submit following documentation and software, with the COR changes, with the final "Scientific and Technical Report".

Media: The contractor shall supply the software on a CDROM.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: